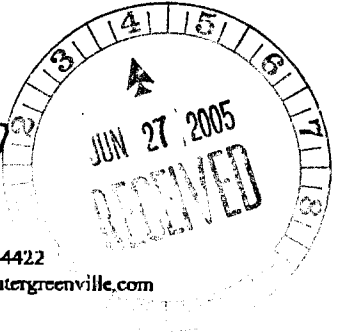


City of Greenville, South Carolina
OFFICE OF THE CITY ATTORNEY

214247



Direct Dial: 864-467-4422
E-Mail: kempek@greenvillesouthcarolina.com

June 27, 2005

Mr. Vernon A. Williams
Surface Transportation Board
Mercury Building
1925 K Street, NW
Washington, DC 20423

ENTERED
Office of Proceedings

JUN 27 2005

Part of
Public Record

VIA FACSIMILE and U.S. Mail

RE: Docket No. AB-55 (Sub-No. 612X)
CSX Transportation Inc.
Abandonment in Greenville County, South Carolina

Dear Mr. Williams:

The City of Greenville and CSX have successfully concluded negotiations under a trail use agreement. CSX has issued the City a deed for the rail line property which includes the trail use language (see attached deed with highlighted sections).

Please advise if there is anything else the City needs to submit to the Surface Transportation Board.

Thank you for your assistance throughout this process.

Sincerely,

KATHLEEN G. KEMPE
Assistant City Attorney

KGK:ebw

Enclosure

Post Office Box 2207 ♦ Greenville, South Carolina 29602

864-467-4420 telephone ♦ 864-467-4424 facsimile

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 21st day of June, 2005, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and THE CITY OF GREENVILLE, SOUTH CAROLINA, a South Carolina municipal corporation, whose mailing address is P.O. Box 2207, Greenville, South Carolina 29602, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of TWO HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$249,800.00) (the "Purchase Price") to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being at Greenville, County of Greenville, State of South Carolina, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 20.384 acres, more or less.

RESERVING unto Grantor an exclusive permanent easement along, under and/or across the Premises, to construct, maintain, operate, use, replace, relocate, renew and remove a fiber optic communication system, consisting of cables, lines or facilities beneath the surface of the Premises, and all ancillary equipment or facilities (both underground and surface), and the right to attach the same to existing bridges or poles on the Premises; TOGETHER WITH the further rights to assign such reserved fiber optic easement, right and facilities, in whole or in part, and to lease, license or permit third parties to use same; PROVIDED that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Premises, or any improvements thereon, by Grantee.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

Grantee acknowledges that this deed is made upon Grantee's solicitation and request, and was not in anyway initiated by Grantor. Grantor does not represent or warrant to Grantee any ownership or estate in the Premises or any specific title or interest in the Premises, which constituted a strip of Grantor's former railroad operating property; and Grantee hereby releases Grantor, its officers and agents, from any claim or demand resulting from this deed, or from any failure of or defect in Grantee's title to the Premises.

Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

Grantee acknowledges that the Premises have been historically used for railroad operations, that many industrial operations are or were located adjacent to or near the Premises and that said on-site and adjacent operations may have impacted the Premises. Grantee further acknowledges that the Purchase Price reflects the historic and adjacent uses and their potential impacts to the Premises.

Grantee agrees that: (1) Grantor has not made and makes no representations as to the condition of the Premises, including, but not limited to, the condition of the soil or groundwater, as they relate to environmental contamination or otherwise, zoning, building code violations, building lines, building construction, use and occupancy restrictions (and violations of any of the foregoing), and availability of utilities; (2) as consideration for the Purchase Price, Grantee agrees to waive pre-purchase intrusive testing of the Premises' soil and groundwater and shall take title to the Premises as-is and where-is, with all faults; (3) Grantee shall not have and hereby expressly waives any claim against Grantor for any condition of the Premises, including without limitation, costs of Corrective Action (as defined herein), damages to property (real or personal), or injuries to persons that may result from the presence of any condition of the Premises; and (4) Grantee shall never institute litigation against Grantor alleging damages to Grantee resulting from any condition of the Premises.

Upon transfer of title, Grantee shall place the Premises in the State of South Carolina Voluntary Cleanup Program ("VCP"). Upon transfer of title, Grantee shall also be solely responsible for 1) any and all environmental contamination on, under or emanating from the Premises, including but not limited to petroleum hydrocarbons, hazardous substances, hazardous wastes or solid wastes (collectively "Contamination"), whether known or unknown, and whether or not the Contamination occurred before or after the transfer of title; and 2) the performance of any Corrective Action, pursuant to the VCP or otherwise, to address any Contamination. The term "Corrective Action" shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities approved, concurred in or required by the governmental agency having jurisdiction over said Corrective Action.

Grantee acknowledges that Grantee's proposed use of the Premises as a recreational facility will require Grantee to meet applicable residential standards for Corrective Action, as well as other costs, and that Grantee covenants and agrees to perform Corrective Action to said residential standards. Grantee shall be solely responsible for all costs associated with the change of the Premises from industrial use to recreational use.

Grantee shall defend (with counsel reasonably acceptable to Grantor), indemnify and hold Grantor harmless from any and all liabilities, claims, losses, suits, actions, judgments, personal injuries, death, damages, costs (including reasonable attorneys' fees) or penalties incurred by or asserted against Grantor, including but not limited to claims arising from the occurrence, existence or presence of any Contamination or condition of the Premises.

By Decision and Notice of Interim Trail Use or Abandonment served June 19, 2002, in STB Docket No. AB-325 (Sub.-No. 2X), the Surface Transportation Board ("STB") imposed a 180-day period for Grantee to negotiate an interim trail use/rail banking agreement with Grantor for the Premises.

Grantee agrees that upon acceptance of a this deed conveying the Premises to Grantee pursuant to the STB's aforementioned order, Grantee shall assume full responsibility for management of the Premises; Grantee shall be responsible for any and all taxes that may be levied or assessed against the Premises after Closing; and Grantee shall assume full responsibility for and will indemnify Grantor against any potential legal liability arising out of transfer or use of the Premises pursuant to this Deed.

Grantee acknowledges that the Premises remain subject to the jurisdiction of the STB for purposes of reactivating rail service. In the event that rail service is reactivated by a party other than Grantor, Grantee shall be reimbursed for (a) the fair market value of the Premises, or (b) the price paid to Grantor plus reasonable overhead, and the cost of all trail or trail-related improvements, whichever is greater, provided, however, that Grantor shall on no account be liable for any such reimbursement. In the event that rail service is reactivated by Grantor, Grantor shall have the option (i) to obtain or to supply a comparable trail facility acceptable to the Grantee elsewhere, or (ii) to reimburse Grantor for the price Grantee paid to Grantor (plus the cost of appraisals and environmental assessments) and the actual cost of any trail or trail-related improvements, provided, however, that no reimbursement for trail-related improvements shall be required if reactivation of service by Grantor is compelled by the STB.

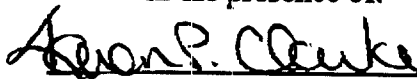
This Deed shall be deemed to be the interim trail use agreement between Grantee and Grantor for purposes of 16 U.S.C. 1247(d) and all STB orders relating to same pertaining to the Premises.

Said covenant(s) shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

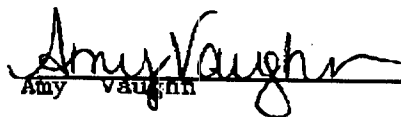
CSX TRANSPORTATION, INC.:


Karen P. Clarke

By: 

Print Name: Stephen A. Crosby

Print Title: President, CSX Real Property, Inc.

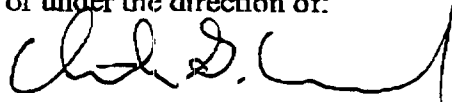

Amy Vaughn

Attest  (SEAL)

Secretary

Print Name: Donna W. Melton

This instrument prepared by
or under the direction of:



Christopher G. Commander
Outside Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

RETURN TO: The City of Greenville
P.O. Box 2207
Greenville, South Carolina 29602

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, BETTY D. JONES, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Stephen A. Crosby (X) to me known, and/or () proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: (s)he resides in Jacksonville, Duval County, Florida; (s)he is President-CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; (s)he is fully informed of the contents of the instrument; (s)he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; (s)he signed his/her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 21st day of June, 2005.

My commission expires on:

Betty D. Jones (SEAL)
Notary Public
Print Name: _____



Betty D. Jones
My Commission DD282025
Expires October 18, 2007

EXHIBIT A

Description of property at: Greenville, Greenville County, South Carolina

To: The City of Greenville, South Carolina

CSXT Deed File No.: 2005-000024

All those certain parcels identified as Parcel 5A, Parcel 5B, Parcel 5C, Parcel 5D, Parcel 6, Parcel 7, and Parcel 8 containing a total acreage of 20.384 acres, more or less, and being more particularly shown on plat of survey dated May 20, 2005 prepared by Byron E. Shilling Professional Land Surveyor Number 10781 and recorded among the Public Land Records of Greenville County, South Carolina in book _____, page _____.

BEING a portion of the property acquired by predecessors of Grantor, by the following instruments, recorded among the Public Land Records of Greenville County, South Carolina:

Grantor	Grantee	Date	Book/Page
ALICE C. FERGUSON	CHARLESTON & WESTERN CAROLINA RAILWAY CO	12/8/1903	LLL/285
CITY COUNCIL OF GREENVILLE	CAROLINA, KNOXVILLE & WESTERN RAILWAY CO	07/16/1888	COUNCIL MINUTES/208
DUKE POWER COMPANY	PIEDMONT & NORTHERN RAILWAY CO.	8/30/1939	215/35
EDWARD F. MAYBERRY	CHARLESTON & WESTERN CAROLINA RAILWAY CO	11/22/1902	JJJ/129
ELIZABETH S. WHITMIRE	GREENVILLE, SPARTANBURG & ANDERSON RAILW	8/16/1911	16/13
GEORGIA CONSTRUCTION & INVESTMENT COMPAN	CAROLINA, KNOXVILLE & WESTERN RAILWAY CO	08/14/1888	TT/900
H. C. HAYNSWORTH, TRUSTEE	PIEDMONT & NORTHERN RAILWAY CO.	10/20/1941	238/293
J. P. WILLIAMSON, ET AL	PIEDMONT & NORTHERN RAILWAY CO.	11/8/1937	200/347
JULIUS H. HEYWARD	CHARLESTON & WESTERN CAROLINA RAILWAY CO	12/16/1902	HHH/570
L. O. PATTERSON, EXECUTOR	PIEDMONT & NORTHERN RAILWAY CO.	8/5/1935	181/253
L. O. PATTERSON, EXECUTOR	PIEDMONT & NORTHERN RAILWAY	3/11/1936	184/63
MAYBERRY LAND COMPANY	GREENVILLE, SPARTANBURG & ANDERSON RAILW	6/30/1911	16/208

MAYBERRY LAND COMPANY	GREENVILLE, SPARTANBURG & ANDERSON RAILW	8/14/1911	16/207
MAYBERRY LAND COMPANY	PIEDMONT & NORTHERN RAILWAY CO.	9/10/1935	150/362
N.T. MARTIN	GREENVILLE, SPARTANBURG & ANDERSON RAILW	12/19/1911	17/66
P. AND N. REALTY COMPANY	PIEDMONT & NORTHERN RAILWAY CO.	3/26/1940	220/222
T. O. LAWTON	PIEDMONT & NORTHER RAILWAY CO.	8/17/1948	357/25
T.R. CHATAM	GREENVILLE, SPARTANBURG & ANDERSON RAILW	12/16/1911	17/57
W. S. BRADLEY	PIEDMONT & NORTHERN RAILWAY CO.	7/29/1948	357/39
W.C. COTHRAN, RECEIVER. ET ALS	CHARLESTON & WESTERN CAROLINA RAILWAY CO	04/19/1899	33/54
WILLIAM G. SIRRINE	GREENVILLE, SPARTANBURG & ANDERSON RAILW	3/13/1911	24381
WILLIAM G. SIRRINE	GREENVILLE, SPARTANBURG & ANDERSON RAILW	3/16/1911	11/247

The Charleston & Western Carolina Railway Company merged into the Atlantic Coast Line Railroad Company effective December 17, 1959. On July 1, 1967 the Atlantic Coast Line Railroad Company merged with the Seaboard Air Line Railroad Company to form the Seaboard Coast Line Railroad Company. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

The Greenville, Spartanburg & Anderson Railway Company merged into the Piedmont and Northern Railway Company by deed dated June 10, 1914. By deed dated July 1, 1969, the Piedmont and Northern Railway Company merged into the Seaboard Coast Line Railroad Company. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

By deed dated July 1, 1969, the Piedmont and Northern Railway Company merged into the Seaboard Coast Line Railroad Company. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.